

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

PURCHASE PRICE SCHEDULE AND MEASUREMENT
SPECIFICATIONS - SCALE SALE
EXHIBIT B

Contract No.

COS06-TS-2016-001

Issuing Office

Gunnison Field Office

I. **Purchase Price** - The Purchaser agrees to pay the Government for the timber sold under this contract in accordance with the following schedule. The prices per measurement unit are subject to readjustment. See Sec. 9 of this contract.

SPECIES	UNITS	PRICE PER MEASUREMENT UNIT
MERCHANTABLE TIMBER		
Sawlogs (Dead + Dying Engelmann Spruce + Sub Alpine Fir)	CCF	
OTHER TIMBER		
Biomass (Removal Optional)	Ton	

II. **Merchantable Timber** - All timber which can be cut into logs which equal or exceed the following specifications shall be considered merchantable timber. Purchaser shall pay for same in accordance with Sec. 3 of this contract at the unit prices shown in I. (above).

SPECIES AND PRODUCTS	MINIMUM LOG SPECIFICATIONS			
	LENGTH	DIAMETER	NET SCALE	
			PERCENT OF GROSS	SCRIBNER DECIMAL C
Sawlogs	8 feet plus trim	8 inches 6 inch top	33 1/3 sound	N/A
Biomass	8 feet plus trim	6 inches 4 inch top	33 1/3 sound	N/A

If Purchaser elects to remove any logs which do not meet the above minimum log specifications and which have not been reserved to Government in Sec. 40 of this contract, such logs shall be scaled for their merchantable content as provided herein and be paid for in accordance with Sec. 2 and 3 of this contract.

III. **Scaling** - All logs shall be scaled, graded and volumes determined by a certified Bureau of Land Management scaler as specified below and according to specific rules in Bureau of Land Management (BLM) Manual Supplement 5320-23. If percent (sample) log scale is agreeable to Purchaser and Authorized Officer, the procedures will be agreed in writing regarding sample design and number of log sorts.

A. **Log Rule** - All logs shall be scaled using the total taper methods. Volumes

shall be derived from local taper tables based on Scribner Decimal C log rule or from computer output using a Scribner log rule approximation formula.

B. **Scaling Service**

1) Purchaser agrees to notify authorized officer in advance of need for scaling service. Notice shall be not less than:

- a) () days before initial need for scaling service;
 - b) () days before a shutdown of thirty (30) days or more; and
 - c) () hours before intermittent operations during logging season.
 - d) () hours before cutting of additional timber as provided in Section 8 of this contract;
- 2) Government will furnish scaling service eight (8) hours per day each day except Saturdays, Sundays, and Government holidays. However, in the event () loads of logs or less are presented on the average per day over any one week period, the Purchaser agrees to pay all wages for those days. In addition beyond eight (8) hours per day, as above, Purchaser agrees to pay for any additional scaling service at the rate of overtime pay as specified in the United States General Accounting Office Salary Table in effect at time service is performed.
- 3) All logs will be painted and branded at the landing and accounted for in accordance with H (below). All logs will be scaled at a BLM scaling platform located along the primary access route location or at a location for yard scaling to be determined by the Authorized Officer. Any removal of logs before being accounted for and scaled as required by this contract shall be considered a willful trespass and render purchaser liable for damages under applicable law. Any payment made for purchase price of such logs shall be deducted from amount due because of trespass.
- 4) Net log scale for each truck load shall be furnished Purchaser.
- C. **Measurement** - Government Scaler will be guided by the following rules in measuring merchantable timber sold under this contract.
- 1) **Diameter** - All diameters shall be measured inside bark and averaged to nearest inch. Logs 20 feet or less in length, only the small end diameter is recorded. Logs over 20 feet in length, diameters of both ends are recorded to determine total taper. Use standard butt log taper guides in common usage by Bureau of Land Management in recording butt end diameter.
 - 2) **Length** - Maximum segment length used in BLM scaling standards is 20 feet. Logs over 20 feet shall be divided into 2 or more segments. Logs 21 feet through 40 feet shall be scaled as two logs. Logs 41 feet through 60 feet shall be scaled as three segments, etc.
 - 3) **Trim** - For all species, trim allowance shall not exceed 12 inches for logs 40 feet or less in length. Logs over 40 feet in length, an additional 2 inches of trim shall be allowed for each additional 10 feet in length or fraction thereof. No minimum trim allowance is specified. Logs exceeding allowable trim shall be scaled to the next one-foot measure in length.
 - 4) **Deductions for Defects** - Standard BLM deduction guidelines will be used.
 - a) Diameter deductions shall be made for defects such as check, pitch seam, pitch rings, sap rot, rough cut, lightning scar, and weather checks.
 - b) Length deductions shall be made for defects such as shake, rot, conk, sweep, crook, break, spangle, massed pitch, crotch, knot clusters, and stump shot.

- c) Diameter or length deductions shall be made for waste defects such as cat face, rotten knots, slab, and burls.
- 5) Determination as to volume of timber made by Government Scaler in conformance with standards as set forth herein shall be final, subject to dispute as provided in Sec. 37 of this contract.
- D. **Other timber** - All timber which does not meet the minimum log specifications shown in II (above), but which is more than () inches in diameter at the large end and longer than () feet in length, shall be considered as other timber sold under the terms of this contract. Purchaser shall pay for same at the unit prices shown in I (above), in accordance with Sec. 3 of this contract. If such timber is of a species or size not listed in II (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord in the Standard Bureau of Land Management methods.
- E. **Defect Caused by Abnormal Delay** - Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by purchaser shall be recorded separately and charged to the purchaser in accordance with Section 3.
- F. Purchaser shall present products so that they may be scaled in an economical and safe manner.
- G. **Check Scale** - The Government will check scale all scalers. When such checks show a variance in scale in excess of acceptable standards as set forth in BLM Manual Supplement 5320 in two or more consecutive check scales an adjustment to volume reported scaled may be made by BLM. Such adjustment will be made based on the average difference between available check scales and the original BLM scale during the period covered by the unsatisfactory check scales for the scaler in question. The adjustment will be applied to timber sale account to correct changes for timber scaled during the period of unsatisfactory check scales. If yard scaling is acceptable, the Purchaser will leave the last 3 loads scaled at any one time on the ground for up to 24 hours for check scaling.
- H. **Accountability** - When scaling is performed away from sale areas as approved by Authorized Officer, products shall be accounted for as follows, unless otherwise agreed in writing: purchaser shall plainly mark or otherwise identify products prior to hauling. The truck driver shall obtain a removal receipt furnished by BLM. Purchaser shall assign a competent individual at the landing to issue receipts for products removed from sale area. A duplicate copy or stub of such receipt shall be retained by purchaser and delivered to BLM at periodic intervals. When products are in transit, the truck driver shall display the removal receipt on the front wing log of the load as evidence of his authority to remove products. The original removal receipt shall be surrendered at point of scaling, the unloading point or as requested by BLM. Products shall not be placed in storage for deferred scaling unless approved in writing by the Authorized Officer.
- I. **Scaling Lost Products** - The volume of lost products shall be determined by the best method currently available, using data from the records for the period in which the loss occurred or the most applicable period if loss should occur substantially after cutting. In the absence of specific information indicating size or species of lost products, species distribution for entire truckloads shall be assumed to be the same as for volume scaled during the report period, and for individual products it shall be assumed that the volume and species were the average volume of the highest priced species scaled during the report period.

IV. Estimated Volumes and Values.

A. When payments are made under Sec. 3, the following estimates of volumes of timber sold are made solely as an administrative aid for determining: (1) when payments are due, and (2) value of timber subject to any special bonding provisions, and (3) other purposes specified in various sections of this contract.

B. Cutting areas are shown on Exhibit A.

C. When payments are made under Sec. 3, the Authorized Officer shall determine amounts due on the basis of Government's records of volumes of timber skidded or yarded monthly to loading points or removed monthly from the contract area.

Cutting		Estimated Volumes (Units Specified)		Estimated Values	
Area Number	Approximate Acres	Volume/Acre	Total Volume	Value/Acre	Total Value
Unit 1	343	993.8 CuFT 2.57 tons	340,878 CuFT 882 tons		
Unit 2	11	1557.6 CuFT 3.09 tons	17,134 CuFT 34 tons		
Unit 3	67	991.0 CuFT 2.71 tons	66,403 CuFT 182 tons		
Totals					

